CONTRACTS—TRADE UNIONS—CONTRACTS WITH EMPLOYERS.—KISSAM v. UNITED STATES PRINTING CO. OF OHIO, 92 N. E., 214 (N. Y.).—*Held*, a contract between an employer and trades unions, prohibiting the employment of non-union workmen, is not invalid as to such workmen, where it results in great benefit to the employer, disposes of differences between him and the labor unions, is not entered into with malice against the non-union workmen, nor with intent to injure them, and where it is not sought to compel them to join the union.

Agreements which are contrary to public policy are void. *McNamara v. Gargett*, 68 Mich., 454; *Cothran v. Ellis*, 125 Ill., 496. But a contract to trade exclusively with a particular party is not void. *Long v. Towl*, 42 Mo., 545; *Ward v. Hogan*, 11 Abb. N. Cases (N. Y.), 478. And it is not illegal for workmen to form an association to protect themselves against the encroachments of their employers. *Snow v. Wheeler*, 113 Mass., 179; *Gray v. Building Trades Council*, 91 Minn., 171. However, an agreement between a labor association and an employers' association, that all employees of the members of the employers' association shall be members of the labor association, is illegal. *Curran v. Galen*, 152 N. Y., 33. The question involved in the principal case seems to have been considered but once before, both decisions being in accord. *Jacobs v. Cohen*, 183 N. Y., 207. But in contracts for public work, stipulations that none but union labor shall be employed, are invalid. *Atlanta v. Stein*, 111 Ga., 789; *Adams v. Brenan*, 177 Ill., 194; *State ex rel. Robert Mitchell Furniture Co. v. Toole*, 26 Mont., 22.

COURTS—JURISDICTIONAL AMOUNT.—BEATY v. GOGGAN & BRO., 131 S. W., 631 (TEX.).—*Held*, that a court has jurisdiction of an action for recovery of a debt and foreclosure of the lien thereof on personal property, the value of the property not exceeding its jurisdiction, though the amount of the debt does.

The amount demanded in the complaint is, in general, the criterion of jurisdiction. *Pharis v. Carver*, 52 Ky., 236; *Burr v. Bayne*, 10 Watts (Pa.), 299. But a modification of this rule is made in a suit in chancery, where, to protect land from a claim assessed against it, the value of the land, and not the amount of the claim, determines the jurisdiction of the court. *Matteson v. Matteson*, 132 Mich., 516; *Speyer v. Miller*, 108 La., 204. Again, where a court renders a judgment within its jurisdiction, the fact that the complaint prayed a recovery in excess of the jurisdiction will not affect the validity of the judgment. *Wratten v. Wilson*, 22 Cal., 466; *In re Barbour*, 52 How. Prac. (N. Y.), 94. And jurisdiction is not lost where a portion of the claim is disallowed, thus bringing the amount below the jurisdiction of the court. *Hardin v. Cass County*, 42 Fed., 652. As to whether the market or face value of a security is the test of jurisdiction, there is a conflict. Some courts hold that they cannot judicially know that the market value is different from the value on the face of the instrument. *Gentry v. Gilkey*, 24 Ky., 372. On the other hand, some courts hold that the market and not the face value of the subject of the con-

troversy determines the jurisdiction. *Wisby v. Houston Nat. Bank,* 28 Tex. Civ. App., 268. It is well settled, however, that a creditor may voluntarily remit a part of his claim so as to bring it within the jurisdiction of a particular court. *Matlock v. Lare,* 32 Mo., 262; *Carpenter v. Wells,* 65 Ill., 451; *Bowditch v. Salisbury,* 9 Johns. (N. Y.), 366.

CRIMINAL LAW—EVIDENCE AS TO ILLEGAL SALE OF LIQUOR—ACCOMPLICE.—RAY V. STATE, 131 So., 542.—*Held,* that the purchaser in an illegal sale of intoxicating liquor is not an accomplice in the violation of the law, so as to make his testimony subject to the rule governing testimony of accomplices.

The purchaser of liquor sold in violation of law is not to be regarded as an accomplice. *Wakeman v. Chambers,* 69 Iowa, 169; *State v. Rand,* 51 N. H., 361; *Commonwealth v. Willard, 22* Pick., 476. One decision in Tennessee holds to the contrary view. *State v. Bonner,* 2 Head, 135. A later decision in that state, however, modifies the doctrine therein stated. *Harney v. State,* 8 Lea, 113. The testimony of the purchaser is not, therefore, generally to be regarded as that of an accomplice within the rule requiring corroboration of the testimony of an accomplice. *People v. Smith,* 28 Hun., 626; *Borck v. State,* 39 So., 580. No exception occurs because the purchaser may have had knowledge that the sale was illegal; *State v. Teahan,* 50 Conn., 92; or that the purchaser was employed as an informer or spy to secure conviction on illegal sales, and was the cause of the sale being made. *State v. Baden,* 37 Minn., 212; *State v. McKean,* 36 Iowa, 343. But it has been held that the testimony of the purchaser should be received with caution and distrust. *Commonwealth v. Downing,* 4 Gray, 29.

DESCENT AND DISTRIBUTION—ADVANCEMENTS.—BOLIN V. BOLIN, 92 N. E., 530 (ILL.).—*Held,* that money paid by a father on the purchase of property conveyed to a son could not be considered as an advancement, where it was not charged in writing.

An advancement is an irrevocable gift *in praesenti* of money or property, real or personal, to a child by a parent, to enable the donee to anticipate his inheritance to the extent of the gift. *Miller's Appeal,* 31 Pa. St., 337; *Waldron v. Taylor,* 52 W. Va., 284. In most jurisdictions it is provided by statute that an advancement cannot be made unless the gift or grant be expressed in writing as an advancement, or charged in writing by the intestate, or acknowledged in writng by the donee. *Bartmess v. Fuller,* 170 Ill., 193; *Lodge v. Fitch,* 172 Nebr., 652. A loan cannot be changed into an advancement, without the consent of the party to be so charged. *Melony's Appeal,* 78 Conn., 334. No particular form of words is necessary to constitute an advancement, but the words must show that it is intended as an advancement. *Bulkeley v. Noble,* 2 Pick (Mass.), 337. It has been held where a father gave his son $5,000 to enable him to purchase an interest in a patent right, and to secure the same took back a chattel mortgage upon the patent, that this was a loan and not an ad-